# **EXHIBIT F PART 12**

# **Exhibit File Check List**

Lot #: 8855

Delivery Sheet
Eastern Payment Info
Livestock Contract
Consignment Contract
Cleared Part Payment Check
Cleared Final Payment Check
Copy of Part Payment Check
Copy of Delivery Paperwork

#### SUPERIOR LIVESTOCK AUCTION

1155 North Colorado Avenue Brush, CO 80723 800-523-6610

#### **BUYERS INVOICE** Buyer # 0016

Eastern Livestock

Office:

812 949-9035

135 West Market

New Albany, IN 47150

Fax:

812 949-9060

LOT #8855

**Delivery Date** 

11/1/2010

**Auction Date** 

8/26/2010

Contracted:

# Head	Description	Weight	Shrink	Net Wt	Ave Wt	Price	Gross Amount
70	Feeder Heifers		2		700	\$105.85	
Delivered:							
66	Feeder Heifers	49925	2	48927	741	\$104.21	\$50,986.83

Total:

66

48927

\$50,986.83

Seller: Will & Lane Anderson

Part Payment Paid:

\$2,800.00

Location: 150 mls SE of Springfield, MO

Adjustments:

\$0.00

Destination: AMARILLO, TX

epresentative: Steve Anderson 870 615-1164

Net Due:

\$48,186.83

Superior Livestock Auction attests that all livestock referenced by this document are of

<u>USA</u>

origin.

Superior Livestock Auction by

Eastern Livestock's check was not deposited it was sent for collection and returned "unpaid"

Please remit to Superior Livestock Auction via Wire Transfer or Overnight Delivery of a Check Please include the Lot Number on your payment

Wire Transfer or ACH To: Bank of Colorado, 301 Clayton St, Brush, CO 80723 Routing #107002448 Credit: Superior Livestock Auction, 1155 N Colo Ave, Brush, CO 80723 Acct # 4100022896

> Address for overnight delivery of a check (Fed Ex, UPS or Express Mail) Superior Livestock Auction 1155 N Colorado Avenue Brush, CO 80723

Superior Livestock Auction certifies that the Beef Checkoff assessment on the sale of the cattle referenced on this invoice has been collected and remitted to the proper State Beef Council by Superior Livestock Auction or the appropriate authority.

Thank you for your business. If you have any questions, please call 1-800-523-6610

### Case 10-93904-BHL-11 Doc 410-26 Filed 03/28/11 EOD 03/28/11 12:22:40 Pg 4 of

SUPERIOR LIVESTOCK AUCTION

DELIVERY DATE Nov 1 2010 SALE DATE August 26 2010 LOT# 8855 SELLER Will & Lane Anderson 870 615-9145 BANK

PAPERWORK REC'D 11/20/20 Date entered 11/1/2010 Entered by RH

CONTRACT # 22578 12/1/2010 09:33:55

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CHECK NUMBER: 125163 CHECK DATE: 10/11/02 CHECK AMOUNT:

148,058.07

101101	67H	@ 49588#	00006	56,232.79
101101	10684	@ 49588# -E#9839 53,432.79	00006	2,800.00-
101101	65H	@ 48573#	00006	49,238.45
101101	11219	-E#75380 46, 438.45	00005	2,800.00-
101101	66H	@ 48927#	00006	50,986.83
101101	10561	@ 48927# -E#8855 48, 186, 83	00006	2,800.00-

148,058.07

### EASTERN LIVESTOCK CO., LLC

ivestock co., lle

135 West Market New Albany, IN 47150 812-949-9035 125163

AMOUNT

PAY TO THE ORDER OF

DATE CHECK No. 10/11/02 125163 \*\*148,058.07

SUPERIOR LIVESTOCK AUCTION, INC 1155 NORTH COLORADO 80X 38 BRUSH, CO 80723

NΩ

SENT FOR COLLECTION



November 30, 2010

Bank of Colorado Central Operations PO Box 147 Fort Lupton, CO 80621

Re: Collection Request - Eastern Livestock Co LLC

To Whom It May Concern:

This letter is being sent regarding checks presented by your company for collection on the above referenced account

Your request for collection has been denied due to the following reason(s):

Account does not have sufficient available funds.

If you have any questions, or need further assistance please feel free to contact me at 513-358-9355

Regards,

.

Katie Block Garnishment Clerk

No. 1323 P. 2

MICCALL ALAT IL INNA



November 26, 2010

Bank of Colorado Central Operations PO Box 147 Fort Lupton, CO 80621

Re: Collection Request - Eastern Livestock Co LLC

To Whom It May Concern:

This letter is being sent regarding checks presented by your company for collection on the above referenced account.

Your request for collection has been denied due to the following reason(s):

Account does not have sufficient available funds.

If you have any questions, or need further assistance please feel free to contact me at 513-358-9355

Regards,

Ben Loomis

Support Services Manager

/97/ OM

BUINT ATOM OF TAX

CHECK NUMBER:

CHECK DATE: 10/11/02 CHECK AMOUNT: 125163

148,058.07

67H @ 49588# 53,432.79 101101 00006 101101 10684 -E#9839 00006 65H @ 48573# 101101 00006 101101 11219 -E#7538D 46, 438.45 00006 101101 66H @ 48927# 00005 101101 10561 -E#8855 48, 186.83 00006

49,238.45 2,800.00-50,986.83

2,800.00-

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56,232.79

148, 058.0~

## EASTERN LIVESTOCK CO., LLC



estock co., llc

PAY TO THE ORDER OF

135 West Market New Albany, IN 47150 812-949-9035

10/11/02

DATE

CHECK No.

125163

AMOUNT \*\*148,058.07

SUPERIOR LIVESTOCK AUCTION, INC 1155 NORTH COLORADO 80X 38 BRUSH, CO 80723

# Domestic/Draft Collection Request Letter

10/07/08 update Date of Request: 11/8/2010 Customer Name: Superior Livestock Auction Inc. Apply to account upon collection: \$1,370,111.69 Amount of Item: Type of Item: Domestic Item/Sending Bank to Bank (choose one) Waived Charge to Customer: ▼ If waived, give reason: Standard bank charge is \$15.00 and applies to all items regardless of how item is processed Domestic items have a 9 digit US ABA number Employee Name: Tori Mesch Ŧ Branch Number: 41

# **Shared Ops Use Only**

<b>%</b>		
E-mail received from branch:	Date Received:	
Date item sent:	Amount of CL:	
Date received credit:	E-mail branch of receipt:	
Ops Employee:	Sent Customer Receipt	

	Eastern Checks
	Received 11-8
	Sent for Collection
125140	\$113,636.96
125151	\$96,511.90
125152	\$120,213.96
125154	\$109,969.97
125156	\$147,678.34
125158	\$120,844.59
125160	\$157,423.23
125162	\$116,903.60
125163	\$148,058.07
125165	\$134,281.75
	\$1,265;522.37
125166	\$104,589.32

113,636,96 + 96,511,90 + 120,213,96 + 109,969,97 + 147,678,34 + 120,844,59 + 157,423,23 + 116,903,60 + 134,281,75 + 104,589,32 +

1,370,111.69

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2:22 as Exhange Suit 111 Fort Worth, TX 76164

OTP.O. Box 38 Brush, CO 80723 1-800-523-6610

1138

Cell.

Will & Lane Anderson

8855

Lot#:

AR

IN

1-800-422-2117

0016

THIS CONTRACT made and entered into this 26th day of August, 2010

, in Brush, Morgan County, Colorado by and between

8565 Hwy 66 Timbo hereinafter known as SELLER, and Eastern Livestock 72680 Phone Number, of

135 West Market

**New Albany** 

47150 Phone, 812-949-9035 Fax, 812-949-9060

, hereinafter known as BUYER. Seller agrees to sell and Buyer agrees to purchase the following described livestock (the livestock) for the consideration set forth in this contract. VACCINATION PROGRAM:

# HEAD	KIND/SEX	BASE WEIGHT	PRICE
70	Feeder Heifers	700	\$105.85

BREED TYPE: English, English cross, English Exotic cross & Exotic cross. Few may have 1/4 Brahman influence, depending on

MIXED LOADS: Heifer price will be \$ 0 /CWT under original price of steers.

ORIGIN: Local

COUNTRY OF ORIGIN USA

FRAME:

FLESH:

HORNS: Dehorned

EST WT VARIANCE: Uneven

FEEDING PROGRAM: Tame grass, cut over Bermuda grass & supplemented with 4# DDG per hd per day.

CURRENT LOCATION: Anderson Ranch, 150 miles SE of Springfield, MO

where the livestock shall remain and be handled in their normal and usual manner until delivery, unless otherwise expressly agreed in writing.

DELIVERY: Seller shall deliver the Livestock to Buyer F.O.B.

Anderson Ranch Scale

on/between

Oct. 20-Nov. 10, 2010

at the option of the representative.

WEIGHING CONDITIONS: Gather early, size & weigh on ground w/a 2%.

SLIDE: If the livestock average over the base weight

the price will be adjusted

cents per pound for every

pound over that weight on the total net pounds.

COMMENTS: Nice set of English based feeders. Backgrounded at this location since 12/09.

VACCINATIONS: 3 rounds ViraShleid 6, Blackleg & wormed as needed. Last worming 7/10.

AGE/SOURCE VERIFIED: No.

LIVESTOCK OWNERS' FEED CERTIFICATE ON FILE: Yes BANGS VACCINATED: No

IMPLANTED: No

INSPECTIONS AND WARRANTIES: Seller shall deliver within ninety-five percent (95%) of the above stated number of livestock, exclusive of any stags, crippted, blind, bad eyed, locoed, lump-jawed or otherwise unmerchantable livestock, and any livestock that are not as described above. If Buyer or his agent is present at delivery and the livestock are removed by the carrier, such action constitutes irrevocable acceptance of the livestock by the Buyer. If Buyer is not present at delivery Buyer shall notify Superior Livestock Auction, Inc. (SLA) of any grievance regarding any livestock within twenty-four (24) hours after arrival. Buyers failure to so notify SLA shall constitute irrevocable acceptance of the livestock and bind him to pay the contract price for the livestock. Seller shall furnish to Buyer any brand and health certificates required for interstate shipment and Federal Law. If additional health certificates, tests, or documentation is required for shipment, it shall be at the Buyer's request and expense. Seller and SLA warrant that Selier has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of

which shall be satisfied by Selfer prior to or at delivery. Selfer agrees to defend title to the livestock and indemnify and hold SLA and Buyer harmless from any and all loss or damage on account of any liens, encumbrances, or other defects in title. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT.

RISK OF LOSS: The risk of loss of the livestock passes to Buyer at the time that the livestock are loaded on the carrier.

PAYMENT OF CONSIDERATION: As consideration for the livestock, Buyer agrees to pay SLA for the benefit of Seller the price stated above, adjusted by the SLIDE, if applicable. Payment of the price shall be governed by the provisions of this agreement. Buyer agrees to pay SLA for the benefit of Seiler \$40.00 per head on head, the sum of \$ 2,800.00 , as part payment, upon entering into this contract and to pay the remaining balance to SLA at the time of delivery. If Buyer is present at delivery, payment is to be made at delivery. If Buyer is not present at delivery, payment is to be received by SLA no (ater than the first business day following the day of delivery. Buyer agrees to make payment by wire transfer of funds or by Express Mailing or Federal Expressing a check. If there will be multiple shipments, Buyer agrees to pay for each day's delivery in the manner stated herein. All payments are due and payable in Brush, Morgan County, Colorado.

Seller acknowledges that it has received from SLA \$30.00 per head, the sum of \$ 2,100.00 , as part payment for the livestock and agrees that the remaining balance, (including the \$10.00 per head received from Buyer and not paid to Seller which is being held in SLA's Custodial Account for Shipper's Proceeds as a deposit on commission until delivery when the actual commission can be determined), less commission and other lawful charges shall be paid at delivery.

REVERSE SIDE: THIS CONTRACT IS SUBJECT TO ALL CONDITIONS ON THE REVERSE SIDE HEREOF. SAID CONDITIONS ARE A PART OF THIS AGREEMENT. in witness hereof, each party to this agreement has caused it to be executed at Brush, Morgan County, Colorado on the date indicated above.

SELLER:

BUYER:

Eastern Livestock

Will & Lane Anderson

REPRESENTED BY: Steve Anderson

870 746-4636

870 746-4399

OPEN HEIFERS: Unless otherwise stated, helfers sold in this contract are not guaranteed open.

PARTIAL INVALIDITY: No partial invalidity of this agreement shall affect the reaminder.

SECURITY AGREEMENT: Buyer hereby grants to Superior Livestock Auction, Inc. a security interest in the livestock described herein, including the products and proceeds thereof, until such time as Superior Livestock Auction, Inc. actually receives final payment of the full purchase price of said livestock on any payment item issued or until Superior Livestock Auction, Inc. actually receives full and final payment for the livestock by cashier's check or wire transfer of funds.

DEFAULT: In case of default of either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and attorney's fees, as well as to any available equitable relief. Default shall exist if full and final payment is not received within one day from the date Buyer takes possession of the livestock described herein, or if the check given in payment for the livestock is dishonored, or upon the death, bankruptcy or insolvency of the Buyer or upon the sale of said livestock without Superior Livestock Auction's written permission. Upon default, Superior Livestock Auction, with or without notice, may exercise any and all rights accorded it by law and this contract, including but not limited to the following: If Buyer defaults, he will forfeit his \$40 per head part payment. Upon Selier's failure, for any reason whatsoever (other than an act of God), to deliver to Buyer, all cattle purchased hereunder, as herein required. Selfer shall promptly refund to Superior Livestock Auction the part payment advanced on such undelivered cattle, plus commission. Superior Livestock Auction will refund to the Buyer the total amount of the part payment advanced by the Buyer. This shall constitute the only liability of Superior Livestock Auction of the Default and of holding and reselling the cattle in a reasonable commercial manner. In that event, Buyer shall be liable to Superior Livestock Auction for all damages incurred, including costs, attorney's fees, and decline in market value of the cattle.

FAILURE TO DELIVER WITHIN 95% OF CONTRACT: In the event Seller fails to deliver within 95% of the cattle sold. Seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stipulated in the sales contract and the then prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer at Buyer's option. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense and Buyer's approval.

GOVERNING LAW: All legal actions instituted for any default in payment or lack of sufficient funds in any financial institution to pay checks tendered, or default by payment with no account checks, shall be determined exclusively by Colorado law.

ARBITRATION OF DISPUTES: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association (the "AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications: (i) the arbitration shall be held in Pt. Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench frief and shall use, apply and enforce the Texas Rules of Evidence and Texas Bules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

NO ASSIGNMENT OR DELEGATION: No right or interest in this contract shall be assigned by either party, Buyer or Seller. However, both Buyer and Seller acknowledge that Superior Livestock Auction, upon the default of Buyer or Seller, may take an assignment of this contract from either Buyer or Seller and enforce the contract in the name of Superior Livestock Auction.

EXECUTION: Should Buyer or Seller not be present or available to execute the herein contract on auction day, the making of part payment by Buyer or the receipt and negotiation of part payment by Seller, shall constitute full agreement by Buyer or Seller to the terms and conditions set forth herein. Mailing, postage prepaid, of the herein agreement to Buyer or Seller at their last known address, shall serve as full notice to Buyer and Seller of the said terms and conditions. Failure of Buyer or Seller to object in writing, by facsimile transmission or first class U. S. mail, to the terms and conditions herein, within twenty-four (24) hours after receiving notice, shall constitute a waiver on the part of Buyer or Seller of lack of notice, or agreement, to all the terms and conditions herein.

ACT OF GOD: Seller & Superior Livestock Auction shall not be liable for any delay or failure to deliver any or all of the livestock in case delay or failure is caused by any act of God or by destruction in whole or in part of the livestock. When Seller claims excuse for nonperformance under this paragraph, reasonable notice & documented proof must be given to Buyer & Superior Livestock Auction.

ENTIRE CONTRACT: This contract contains the entire agreement between Seller and Buyer and cannot be changed except in writing signed by both parties.

Case 10-93904-BHL-918019 D3549110-06 Filed 03/28/11

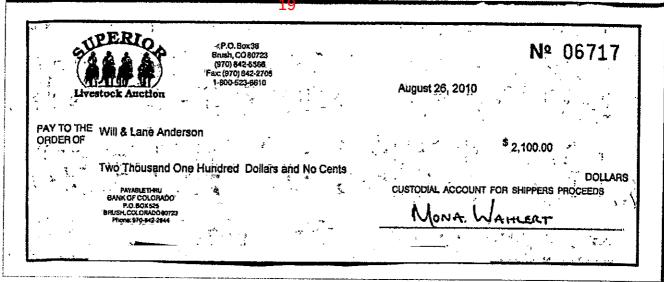
131 E. Exchange Ave., Suile 121
Fort Worth, TX 76164
(817) 624-3800



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	2009

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Accepted Effective	•	8-8-10	AUCTION DATE		10	(8	377) 523-6610
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	·	Feeder Heifers Open w/				Steer Calves on Cows	
		Holstein Bulls / Steers /				Helfer Calves on Cows	
		er price will be \$		price of steers. Si		GU: (ANGUS, HEREFO IZER SelectVac 24 34 34	
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-	notic	T TOWN)	<b>20_</b> ; which is		(OIREOTION)	Of(NEARLET CITY)	(STATE)
for any reas	son, SLA	or Markeling Representati	ve must be notified an	d change will be	anowed on		kind of feed or pastu
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ADDITIONA	L PROVIS	ions agreed upon be	TWEEN SELLER AND S	SLA AND/OR MAR	KETING RE	PRESENTATIVE: (not publishe	d)
LIVESTOCK	OWNER'S	FEED CERTIFICATE: The un	dersigned certifies that, to	o the best of his/ner	/its knowled	ige, as of the date of delivery, none	of the livestock descri

above, will be, on such date, adulterated within the meaning of the Federal Food, Drug and Cosmetic Act (i.e., none of the cattle have been fed any feed containing protein derived from mammalian tissue, e.g. meat and bone meat, as that term is defined in 21 CFR 589.2000 and none of the livestock will have an illegal level of drug residues. Seller acknowledges he has read and understands all the terms & conditions on the frant & back of this contract, and will abide by them. Seller agrees all information on this contract is accurate and guarantees delivery on the livestock described herein. MARKETING REPRESENTATIVE SELLER



DDA Debits - 09/15/2010

NOTICE: This check must the endorsed by Payve(s) EACILY as mane(s) are written on the front of the check. If any Payve is a corporation, other non-individual entity, Bank or other fending institution, check must be signed by an authorized individual, including their title, ENDORSEBELOW.

DDA Debits - 09/15/2010

PAY TO THE Will & Lane Anousson	·
pery sever Thousand 3 ixhund	edthree - 0/100's DOLLARS
PAYABLE TIRIU BANK OF COLORADO P.O. 80X 529 BRUSH, COLORADO 80723 Phone: 870-842-2844	STATE OF SHIPPERS PROCEEDS

DDA Debits - 11/02/2010

	NOTICE: This check must Payee(s) EXACT! Y as name(s) are writte check. If any Payee is a corporation, entity, Bank or other fending institution signed by an authorized includual, it ENDORSE BELOY
·	endorsed by n on the front of er non-individual check must be uding their ultre.

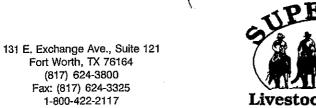
DDA Debits - 11/02/2010

(817) 624-3800

Fax: (817) 624-3325 1-800-422-2117

Nº 06717

P.O. Box 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-6610



August 26, 2010

Will & Lane Anderson

Timbo, AR 72680

8565 Hwy 66

60585

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Phone: 870-615-9145

PART PMT
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\$2,100.00
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P.O. Box38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-6610

Nº 06717

August 26, 2010

PAY TO THE Will & Lane Anderson ORDER OF

Two Thousand One Hundred Dollars and No Cents

BAYABLETHBU BANK OF COLORADO P.O. BOX 525 BRUSH, COLORADO 60723 Phone: 970-842-2844

2,100.00

CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS

Case 10-93904-BHL-11 Doc 410-26 Filed 03/28/11 EOD 03/28/11 12:22:40 Pg 17 of 19 Pg 17 of

DATE .

131 E. Exchange Ave., Suite 121 Fort Worth, TX 76164 (817) 624-3800 Fax: (817) 624-3325 1-800-422-2117



P.O. Box 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-6610

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	Livestock Auction	P.O. Box 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-6610		LOT#	NET PRO	No-	<i>-</i> ○3 <i>○1</i> 050139	
NY TO	THE <u>()</u> // 9	Care 16	n vki	250~ he 11.	2464	\$476	03. ° 3	LARS
*	PAYABLE THRU BANK OF COLORADO PO. BOX 525 BRUSH, COLORADO 80723 Phone: 970-842-2844		OFFI	CE COPY		<del></del>	PPERS PROCEED	

131,East Exchange, Suite 121 Fort Worth, TX 76106 (817) 624-3800 Fax: (817) 624-3325 1-800-422-2117



P.O. —x 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-6610

#### **Livestock Auction**

**WEIGH SHEET** 

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OFFICE COPY

131 East Exchange, Suite 121 Fort Worth, TX 76164 1-800-422-2117

(817) 624-3800 Fax: (817) 624-3325

EOD 03/28/11 12:22:40 Pg 19 of

P.O. Box 38 Brush, CO 80723 1-800-523-6610 (970) 842-5566 Fax: (970) 842-2705

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